
EXHIBIT A

3/26/20 @ 12PM

SUM-100

**SUMMONS
(CITACION JUDICIAL)**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT: HEALTH ADVANCES, LLC, and DOES 1 through
(AVISO AL DEMANDADO):** 50, inclusive,

Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF: VIANKA DUVERGLAS, an
(LO ESTÁ DEMANDANDO EL DEMANDANTE):** individual,**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de extensión de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of San Francisco
400 McAllister Street
San Francisco, California 94102-4515

CASE NUMBER
(Número del Caso):

CGC-20-583837

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DANIEL L FEDER SBN 130867

THE LAW OFFICE OF DANIEL FEDER, 235 MONTGOMERY ST #1019, SAN FRANCISCO, CA 94104 415-391-9476

DATE: **MAR 18 2020** Clerk of the CourtClerk, by
(Secretario)**ANGELICA SUNGA**Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Health Advances, LLC

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

- ☒ other (specify): Corporation Code 17061 Limited Liability Company
4. ☐ by personal delivery on (date):

BY FAX

SUMMONS

Code of Civil Procedure §§ 412.20, 485
www.courtinfo.ca.gov
Westlaw Doc & Form Builder

SUM-200(A)

SHORT TITLE:	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

Page 1 of 1

The Law Office of Daniel Feder
235 Montgomery Street, Suite 1019 ♦ San Francisco, CA 94104

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LAW OFFICES OF DANIEL FEDER
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San Francisco, CA 94104
Telephone: (415) 391-9476
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daniel@dfederlaw.com

Attorneys for Plaintiff
VIANKA DUVERGLAS

ENDORSED
FILED
San Francisco County Superior Court

MAR 18 2020

CLERK OF THE COURT
BY: ANGELICA SUNGA
Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

VIANKA DUVERGLAS, an individual,

Plaintiff,

v.

HEALTH ADVANCES, LLC, and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CGC - 20 - 583837**

COMPLAINT FOR DAMAGES

1. Disability Discrimination in Violation of FEHA;
2. Failure to Prevent Discrimination, and/or Harassment in Violation of FEHA;
3. Retaliation
4. Wrongful Termination in Violation of Public Policy.
5. Failure to Accommodate
6. Failure to Engage in the Good Faith Interactive Process
7. Retaliation in Violation of Labor Code Section 1102.5

Plaintiff VIANKA DUVERGLAS (hereafter "Plaintiff" or "DUVERGLAS") complains as follows:

THE PARTIES

1. Plaintiff is an individual over the age of 18 and is a resident of the State of California.
2. The true names and capacities, whether individual, corporate, associate or otherwise of DOES 1 through 50, inclusive, are unknown to Plaintiff. Plaintiff therefore sues such defendants by such fictitious names and will amend this complaint to insert their true names and

Plaintiff's Complaint for Damages

BY FAX

1 capacities when ascertained. Plaintiff is informed and believes, and thereon alleges, that each
2 such fictitiously named defendant is in some manner, means or degree, connected with the
3 matters alleged and is liable to Plaintiff thereon.

4 3. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned each of the defendants was the agent and/or employee of each of the remaining
6 defendants and, in doing the things hereinafter alleged, was acting within the course and scope of
7 such agency and/or employment.

8 STATEMENT OF FACTS

9 4. Plaintiff Vianka Duverglas ("Plaintiff") was employed by Defendant Health
10 Advances, LLC ("Defendant") beginning on September 5, 2018, as an Office Administrator, on a
11 full-time basis. Plaintiff was earning \$60,000.00 per year. Plaintiff's immediate supervisor was
12 Vivek Mittal ("_Vivek_"). Defendant employed approximately 150 employees, at three
13 locations throughout the Bay Area, Massachusetts and Switzerland. Plaintiff worked in the San
14 Francisco office, located at 601 Montgomery Street, San Francisco, CA .

15 5. On April 13, 2019; Plaintiff was injured and was diagnosed with a torn ACL and
16 ruptured meniscus. On April 14, 2018, Plaintiff immediately informed Vivek and other
17 colleagues of the injury, and informed Defendant that she would be off of work April 13, 2019
18 through April 22, 2019. from physician/Ortho specialist. Additionally, Defendant was sent a
19 medical note from Plaintiff's doctor, informing of the injury, and stated that "this return to work
20 date is based on expected clinical progress and may need to be modified based on actual clinical
21 progress" (essentially when she could walk properly without pain and further damage to her
22 knee).

23 6. On or about April 16, 2019 Plaintiff received a response to her email. Initially, the
24 response from HR and her supervisor was positive. They wished her a speedy recovery and she
25 informed them that she would keep Defendant updated with clinical progress.

26 7. April 23, 2019 Defendant sent email to plaintiff about needing a "Fitness for Duty
27 to Return to Work Form". Plaintiff's physician returned the form stating that plaintiff will be off of
28 work through May 6th, 2019. Plaintiff returned to work on Monday May 6th, 2019. Plaintiff was

1 scheduled for surgery on May 30, 2019. Plaintiffs last day of work before surgery was May 17,
 2 2019. On June 4, 2019 Defendant sent an email of termination to plaintiff stating the office
 3 manager position was insufficient for a full time position. As a result the office administrator
 4 position was terminated with Health Advances.

5 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6 8. Plaintiff has filed an administrative charge with the Department of Fair
 7 Employment and Housing and received a right to sue letter

8 **FIRST CAUSE OF ACTION**

9 **DISABILITY DISCRIMINATION VIOLATION OF GOV. CODE § 12940 ET SEQ.**

10 (Against DEFENDANTS and Does 1-25)

11 9. PLAINTIFF incorporates by reference the allegations set forth above as though
 12 fully restated herein.

13 10. At all times relevant herein, PLAINTIFF was employed by Defendants, and/or
 14 DOES 1-25, and each of them.

15 11. The FEHA requires defendants to refrain from discrimination against an employee
 16 on the basis of disability.

17 12. Defendants, and/or DOES 1-25, and each of them, made decisions that adversely
 18 affected PLAINTIFF in regards to the terms, conditions and privileges of employment
 19 culminating in her termination, on the basis of her disability.

20 13. As a direct, proximate, and foreseeable result of Defendants' conduct, and/or DOES
 21 1-25, and each of their, acts and/or failures to act, as alleged herein, PLAINTIFF has suffered and
 22 continues to suffer substantial losses in earnings and employment benefits, injury to her career
 23 and reputation, and extreme and enduring emotional distress including but not limited to
 24 humiliation, shock, embarrassment, fear, anxiety and discomfort, all of which amount to
 25 PLAINTIFF's damage which totals in excess of the minimum jurisdiction of this court, the
 26 precise amount to be proven at trial.

27 14. Defendants, and/or DOES 1-25, and each of them, committed the acts herein
 28 alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring

1 PLAINTIFF, and acted with an improper and evil motive amounting to malice, in conscious
2 disregard for PLAINTIFF's rights and thus an award of exemplary and punitive damages is
3 justified. Further, the actions directed at PLAINTIFF were carried out by supervising employees
4 acting in a deliberate, callous and intentional manner in order to injure and damage PLAINTIFF.
5 PLAINTIFF is therefore entitled to recover and herein prays for punitive damages in an amount
6 sufficient to punish Defendant, and/or DOES 1-25, and each of them, in an amount to be proven
7 in trial.

8 WHEREFORE, PLAINTIFF prays for judgment, including punitive damages, as more
9 fully set forth below.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PREVENT DISCRIMINATION AND/OR HARASSMENT**

12 **IN VIOLATION OF GOV. CODE § 12940 ET SEQ.**

13 (Against the DEFENDANTS and Does 1-25)

14
15 15. PLAINTIFF incorporates by reference the allegations set forth above as though
16 fully restated herein.

17 16. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS and/or
18 DOES 1-25, and each of them.

19 17. At all times mentioned herein, DEFENDANTS were prohibited by California
20 Government Code §12940, et seq., among other California statutes, from failing to take all
21 reasonable steps necessary to prevent discrimination, retaliation, and/or harassment from
22 occurring.

23 18. Defendants subjected PLAINTIFF to discrimination and harassment and/or ratified
24 discriminatory and harassing conduct towards PLAINTIFF and retaliated against her for opposing
25 practices prohibited by FEHA. PLAINTIFF is informed and believes, and thereon alleges, that
26 Defendant failed to act and/or to take all reasonable steps necessary to prevent discrimination and
27 harassment from occurring.

28 19. On information and belief, the DEFENDANTS failed to maintain and implement

1 and/or enforce adequate policies and procedures, failed to provide adequate training of personnel,
2 and failed to take other reasonable steps necessary to prevent the violations of the FEHA alleged
3 herein from occurring.

4 20. The above-described actions and omissions of the Defendants constitute failure to
5 prevent discrimination and retaliation under the FEHA.

6 21. As a direct and proximate result of Defendants' conduct, and/or DOES 1-25, and
7 each of their, their acts and/or failure to act, PLAINTIFF has suffered injury, damage, loss and
8 harm, including but not limited to, loss of income, humiliation, embarrassment, severe mental and
9 emotional distress, and discomfort, all of which amount to PLAINTIFF's damage which totals in
10 excess of the minimum jurisdiction of this court, the precise amount to be proven at trial.

11 22. Defendants, and/or DOES 1-25, and each of them, committed the acts herein
12 alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring
13 PLAINTIFF, and acted with an improper and evil motive amounting to malice, in conscious
14 disregard for PLAINTIFF's rights and thus an award of exemplary and punitive damages is
15 justified. Further, the actions directed at PLAINTIFF were carried out by supervising employees
16 acting in a deliberate, callous and intentional manner in order to injure and damage PLAINTIFF.
17 PLAINTIFF is therefore entitled to recover and herein prays for punitive damages in an amount
18 sufficient to punish Defendant, and/or DOES 1-25, and each of them, in an amount to be proven
19 in trial.

20 WHEREFORE, PLAINTIFF prays for judgment, including punitive damages, as more
21 fully set forth below.

22 THIRD CAUSE OF ACTION

23 RETALIATION IN VIOLATION OF CAL. GOV. CODE SECTION 12940 ET SEQ.

24 (Against DEFENDANTS and Does 1-25)

25 23. PLAINTIFF incorporate by reference the allegations set forth above as though fully
26 restated herein.

27 24. At all times herein mentioned, DEFENDANT qualified as an "employer" as defined
28 within California Fair Employment and Housing Act (California Government Code 12940, et.

1 seq., or "FEHA"), in that DEFENDANT regularly employed five or more workers.

2 25. FEHA, California Government Code § 12940(k)(4) et seq., and other applicable
3 provisions, make it unlawful for any employer to retaliate against an employee for engaging in
4 activity protected by FEHA.

5 26. After PLAINTIFF made a request for accommodation of her disability, and
6 DEFENDANT retaliated against by terminating her.

7 27. As a direct and proximate result of the unlawful conduct of DEFENDANTS,
8 PLAINTIFF has suffered damages including but not limited to past and future loss of income,
9 benefits, and other damages to be proven at time of trial.

10 28. As a direct and proximate result of DEFENDANT'S actions against PLAINTIFF,
11 as alleged above, PLAINTIFF has suffered and will continue to suffer severe mental and
12 emotional distress, including but not limited to frustration, depression, nervousness, anxiety and
13 loss of self-worth, and damage her reputation.

14 29. The unlawful conduct alleged above was engaged in by the officers, directors,
15 supervisors and/or managing agents of DEFENDANTS, and each of them, who were acting at all
16 times relevant to this Complaint within the scope and course of their employment.

17 30. DEFENDANTS' actions directed at PLAINTIFF were carried out by supervising
18 employees acting in a deliberate, callous and intentional manner in order to injure and damage
19 PLAINTIFF.

20 31. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
21 oppressively with the wrongful intention of injuring PLAINTIFF, and acted with an improper and
22 evil motive amounting to malice, and in conscious disregard for PLAINTIFF's rights, and such
23 acts were committed by, authorized by, and/or ratified by officers, directors, and/or managing
24 agents of DEFENDANTS. PLAINTIFF is therefore entitled to recover and herein prays for
25 punitive damages in an amount sufficient to punish and deter DEFENDANT and others for such
26 conduct.

27 32. PLAINTIFF has incurred, and will continue to incur, attorneys' fees and costs in the
28 prosecution of this action, and PLAINTIFF therefore seeks attorneys' fees and costs under all

1 applicable provisions of law.

2 WHEREFORE, PLAINTIFF prays for judgment as set forth below.

3 **FOURTH CAUSE OF ACTION**

4 **Wrongful Termination in Violation of Public Policy**

5 (Against the DEFENDANTS and Does 1-25)

6 33. PLAINTIFF incorporates by reference the allegations set forth above as though
7 fully restated herein.

8 34. At all times relevant herein, PLAINTIFF was employed by the DEFENDANTS
9 until her termination.

10 35. California has a fundamental, substantial, and well-established public policy, as
11 expressed in FEHA and other laws and regulations, against discrimination, harassment, and
12 retaliation in the workplace. DEFENDANT violated these important public policies by
13 terminating PLAINTIFF, because of PLAINTIFF's disability, her requests for leave, her requests
14 for accommodation and her complaints to management about the manner in which they were
15 treating her complaints.

16 36. As a direct and proximate result of the unlawful conduct of PLAINTIFF has
17 suffered damages including but not limited to past and future loss of income, benefits, and other
18 damages to be proven at time of trial.

19 37. As a direct and proximate result of DEFENDANTS' actions against PLAINTIFF,
20 as alleged above, PLAINTIFF has suffered and will continue to suffer severe mental and
21 emotional distress, including but not limited to frustration, depression, nervousness, anxiety and
22 loss of self-worth, and damage to her reputation.

23 38. The unlawful conduct alleged above was engaged in by the officers, directors,
24 supervisors and/or managing agents of DEFENDANTS, and each of them, who were acting at all
25 times relevant to this Complaint within the scope and course of their employment.

26 39. DEFENDANTS' actions directed at PLAINTIFF were carried out by supervising
27 employees acting in a deliberate, callous and intentional manner in order to injure and damage
28 PLAINTIFF.

40. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring PLAINTIFF, and acted with an improper and evil motive amounting to malice, and in conscious disregard for PLAINTIFF's rights, and such acts were committed by, authorized by, and/or ratified by officers, directors, and/or managing agents of DEFENDANT. PLAINTIFF is therefore entitled to recover and herein prays for punitive damages in an amount sufficient to punish and deter DEFENDANTS and others for such conduct.

41. As a result of the conduct of DEFENDANTS' conduct, PLAINTIFF was forced to retain an attorney in order to protect her rights. Accordingly, PLAINTIFF seeks the reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof at trial.

WHEREFORE, PLAINTIFF prays for judgment as more fully set forth below.

FIFTH CAUSE OF ACTION

Failure to Accommodate in Violation of Government Code § 12940

(Against All Defendants)

42. Plaintiff incorporates all previously paragraphs as though fully set forth herein.

43. Defendants had an affirmative duty to make a reasonable accommodation for Plaintiff's disability. The duty arises even if Plaintiff did not request an accommodation.

44. Here, Plaintiff requested that she be allowed to work in her position as a Radiology Technologist with reasonable accommodations. Defendants failed to accommodate those restrictions and terminated Plaintiff's employment to avoid having to further accommodate her request for accommodations.

45. At all relevant times, Defendants had actual and constructive knowledge of the failure to accommodate described and alleged herein, and condoned, ratified and participated in the discrimination.

46. Defendants' acts were malicious, oppressive or fraudulent with intent to vex, injure, annoy, humiliate and embarrass Plaintiff, and in conscious disregard of the rights or safety of Plaintiff and other employees of Defendants, and in furtherance of Defendants' ratification of the wrongful conduct of the managers of Defendants. Accordingly, Plaintiff is

1 entitled to recover punitive damages from Defendants.

2 47. By reason of the conduct of Defendants and each of them as alleged herein,
3 Plaintiff has necessarily retained attorneys to prosecute the within action. Plaintiff is therefore
4 entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and
5 costs, incurred in bringing the within action. As a result of Defendants' and each of their
6 actions, Plaintiff sustained economic damages to be proven at trial. As a further result of
7 Defendants' and each of their actions, Plaintiff suffered emotional distress; resulting in
8 damages to be proven at trial.

9 48. The above discriminatory conduct violates FEHA, Government Code §§ 12940
10 and 12941 and California Public Policy and entitles Plaintiff to all categories of damages,
11 including exemplary or punitive damages.

12 WHEREFORE, Plaintiff prays for judgment as more fully set forth herein.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Engage in the Good Faith Interactive Process in Violation of Government**
15 **Code § 12940, et seq.**

16 (Against All Defendants)

17 49. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

18 50. Defendants, and each of them, were required under California Government Code
19 §12940, et seq., among other California statutes, to engage in an interactive dialogue with all
20 qualified, disabled employees, designed to find ways to reasonably accommodate said
21 employees' disabilities in the workplace (the "interactive process").

22 51. Plaintiff was a qualified disabled employee. Defendants were, therefore,
23 required to engage in the interactive process with Plaintiff.

24 52. Defendants, and each of them, failed to engage in the interactive process with
25 Plaintiff.

26 53. As a direct, proximate and foreseeable result of Defendants' acts and failures to
27 act as alleged herein, plaintiff has suffered and continues to suffer substantial losses in
28 earnings and employment benefits, injury to her career and reputation and extreme and

1 enduring emotional distress including but not limited to humiliation, shock, embarrassment,
2 fear, anxiety and discomfort, all to his damage in an amount to be determined according to
3 proof at trial.

4 54. Defendants and each of them, committed the acts herein alleged despicably,
5 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring plaintiff,
6 and acted with an improper and evil motive amounting to malice and in conscious disregard of
7 plaintiff's rights. Because the acts taken toward plaintiff were carried out by managerial
8 employees acting in a deliberate, cold, callous, despicable, and intentional manner in order to
9 injure and damage plaintiff, he is entitled to punitive damages from Defendants, and each of
10 them, in an amount according to proof.

11 WHEREFORE, Plaintiff prays for judgment as more fully set forth herein.

12 SEVENTH CAUSE OF ACTION

13 **Retaliation in Violation of Labor Code Section 1102.5**

14 **(AGAINST ALL DEFENDANTS)**

15 55. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

16 56. Defendants, through their agents and employees engaged in a pattern and
17 practice of retaliating against Plaintiff for complaining Defendants' failure to accommodate
18 her work restrictions. Defendants also engaged in legally protected activity when she
19 requested medical leaves.

20 57. Plaintiff was subjected to an adverse employment action because of her requests
21 for modified work duties, and Defendants' failure to engage in the good faith interactive
22 process with her around her request for modified work duties.

23 58. Defendants' acts were malicious, oppressive or fraudulent with intent to vex,
24 injure, annoy, humiliate and embarrass Plaintiff, and in conscious disregard of the rights or
25 safety of Plaintiff and other employees of Defendants, and in furtherance of Defendants'
26 ratification of the wrongful conduct of the managers of Defendants. Accordingly, Plaintiff is
27 entitled to recover punitive damages from Defendants.

28 59.

EIGHTH CAUSE OF ACTION**RETALIATION IN VIOLATION OF CAL. GOV. CODE SECTION 12940 ET SEQ.**

(Against DEFENDANT and Does 1-25)

65. PLAINTIFF incorporate by reference the allegations set forth above as though fully restated herein.

66. At all times herein mentioned, DEFENDANTS qualified as an "employer" as defined within California Fair Employment and Housing Act (California Government Code 12940, et. seq., or "FEHA"), in that DEFENDANTS regularly employed five or more workers.

67. Plaintiff requested and received medical leave pursuant to Government Code Section 12945.2, et seq. ("CFRA"). After Plaintiff took medical leave, Defendants terminated her employment in retaliation for her exercising her rights to take medical leave under FEHA.

68. As a direct and proximate result of the unlawful conduct of DEFENDANTS, PLAINTIFF has suffered damages including but not limited to past and future loss of income, benefits, and other damages to be proven at time of trial.

69. As a direct and proximate result of DEFENDANTS' actions against PLAINTIFF, as alleged above, PLAINTIFF has suffered and will continue to suffer severe mental and emotional distress, including but not limited to frustration, depression, nervousness, anxiety and loss of self-worth, and damage her reputation.

70. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors and/or managing agents of DEFENDANTS, and each of them, who were acting at all times relevant to this Complaint within the scope and course of their employment.

71. DEFENDANTS' actions directed at PLAINTIFF were carried out by supervising employees acting in a deliberate, callous and intentional manner in order to injure and damage PLAINTIFF.

72. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and oppressively with the wrongful intention of injuring PLAINTIFF, and acted with an improper and evil motive amounting to malice, and in conscious disregard for PLAINTIFF's rights, and such acts were committed by, authorized by, and/or ratified by officers, directors, and/or managing

agents of DEFENDANTS. PLAINTIFF is therefore entitled to recover and herein prays for punitive damages in an amount sufficient to punish and deter DEFENDANTS and others for such conduct.

73. PLAINTIFF has incurred, and will continue to incur, attorneys' fees and costs in the prosecution of this action, and PLAINTIFF therefore seeks attorneys' fees and costs under all applicable provisions of law.

WHEREFORE, Plaintiff makes the following demand:

(a) That process be issued and served as provided by law, requiring Defendants, and each of them, to appear and answer or face judgment;

(b) For general, special, actual, compensatory and/or nominal damages, as against Defendants, and each of them, in an amount to be determined at trial;

(c) For back pay and other benefits Plaintiff would have been afforded but-for Defendants', and each of their, unlawful conduct;

(d) For declaratory relief, as against Defendants, and each of them, in an amount to be determined at trial;

(e) For statutory penalties as allowed by law;

(f) For costs and expenses of this litigation;

(g) For reasonable attorneys' fees where appropriate.

(h) For pre and post-judgment interest on all damages and other relief awarded herein from all entities against whom such relief may be properly awarded; and,

(i) For all such other relief as this Court deems just and appropriate.

Dated: March 13, 2020

Law Offices of Daniel Feder



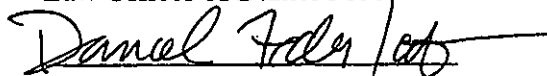
DANIEL FEDER

Attorneys for Plaintiff

PLAINTIFF DEMANDS TRIAL BY JURY.

Dated: March 13, 2020

Law Offices of Daniel Feder



DANIEL FEDER

Attorneys for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DANIEL L FEDER SBN 130867 SBN: THE LAW OFFICE OF DANIEL FEDER 235 MONTGOMERY ST #1019, SAN FRANCISCO, CA 94104 TELEPHONE NO.: 415-391-9476 FAX NO.: 415-391-9432 ATTORNEY FOR (Name): Vjanka Duverglas		FOR COURT USE ONLY ENDORSED FILED San Francisco County Superior Court MAR 18 2020 CLERK OF THE COURT By: ANGELICA SUNGA Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, 94102-4515 BRANCH NAME: Civic Center Courthouse		
CASE NAME: Duverglas v. Health Advances LLC		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: CGC-20-583837 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PVPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PVPD/WD (23) Non-PVPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (18) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PVPD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief etc. ☒ punitive
4. Number of causes of action (specify): Seven
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 13, 2020

DANIEL L FEDER SBN 130867

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL CASE COVER SHEET

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

February 10, 2020

Daniel Feder
235 Montgomery Street, #1019
San Francisco, California 94104

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202002-09215610
Right to Sue: Duverglas / Health Advances, LLC

Dear Daniel Feder:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

February 10, 2020

RE: Notice of Filing of Discrimination Complaint
DFEH Matter Number: 202002-09215610
Right to Sue: Duverglas / Health Advances, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

February 10, 2020

Vianka Duverglas
235 Montgomery Street, Suite 1019
San Francisco, California 94104

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202002-09215610
Right to Sue: Duverglas / Health Advances, LLC

Dear Vianka Duverglas,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective February 10, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of
Vianka Duverglas

DFEH No. 202002-09215610

Complainant,

vs.

Health Advances, LLC
8 Federal Street
Billerica, Massachusetts 01821

Respondents

1. Respondent **Health Advances, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Vianka Duverglas**, resides in the City of **San Francisco** State of **California**.

3. Complainant alleges that on or about **June 4, 2019**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical or mental) and as a result of the discrimination was terminated, denied reasonable accommodation for a disability.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation and as a result was terminated.

Additional Complaint Details: Plaintiff Vianka Duverglas ("Plaintiff") was employed by Defendant Health Advances, LLC ("Defendant") beginning on September 5, 2018, as an Office Administrator, on a full-time basis. Plaintiff was earning \$60,000.00 per year. Plaintiff's immediate supervisor was Vivek Mittal ("_Vivek_"). Defendant employed approximately 150 employees, at three locations throughout the Bay Area, Massachusetts and Switzerland. Plaintiff worked in the San Francisco office, located at 601 Montgomery Street, San Francisco, CA .

1 On April 13, 2019; Plaintiff was injured and was diagnosed with a torn ACL and
2 ruptured meniscus. On April 14, 2018, Plaintiff immediately informed Vivek and
3 other colleagues of the injury, and informed Defendant that she would be off of work
4 April 13, 2019 through April 22, 2019. from physician/Ortho specialist. Additionally,
5 Defendant was sent a medical note from Plaintiff's doctor, informing of the injury,
6 and stated that "this return to work date is based on expected clinical progress and
7 may need to be modified based on actual clinical progress" (essentially when she
8 could walk properly without pain and further damage to her knee).
9 On or about April 16, 2019 Plaintiff received a response to her email. Initially, the
10 response from HR and her supervisor was positive. They wished her a speedy
11 recovery and she informed them that she would keep Defendant updated with
12 clinical progress.

13 April 23, 2019 Defendant sent email to plaintiff about needing a "Fitness for Duty to
14 Return to Work Form". Plaintiffs physician returned the form stating that plaintiff will
15 be off of work through May 6th, 2019. Plaintiff returned to work on Monday May 6th,
16 2019. Plaintiff was scheduled for surgery on May 30, 2019. Plaintiffs last day of work
17 before surgery was May 17, 2019. On June 4, 2019 Defendant sent an email of
18 termination to plaintiff stating the office manager position was insufficient for a full
19 time position. As a result the office administrator position was terminated with Health
20 Advances.

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1 VERIFICATION

2 I, **Daniel Louis Feder**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On February 10, 2020, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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San Francisco, CA

**Superior Court of California, County of San Francisco
Alternative Dispute Resolution
Information Package**



The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action together with the cross-complaint. (CRC 3.221(c).)

WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to trial.

WHY CHOOSE ADR?

It is the policy of the Superior Court that every long cause, non-criminal, non-juvenile case should participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial. (Local Rule 4.)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

****Electing to participate in an ADR process does not stop the time period to respond to a complaint or cross-complaint****

WHAT ARE THE ADR OPTIONS?

The San Francisco Superior Court offers different types of ADR processes for general civil matters. The programs are described below:

1) MANDATORY SETTLEMENT CONFERENCES

Settlement conferences are appropriate in any case where settlement is an option. The goal of settlement conferences is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute. Mandatory settlement conferences are ordered by the court and are often held near the date a case is set for trial, although they may be held earlier if appropriate. A party may elect to apply to the Presiding Judge for a specially set mandatory settlement conference by filing an ex parte application. See Local Rule 5.0 for further instructions. Upon approval by the Presiding Judge, the court will schedule the conference and assign a settlement conference officer.

2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law.

(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO (BASF), in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending. Experienced professional mediators work with parties to arrive at a mutually agreeable solution. The mediators provide one hour of preparation time and the first two hours of mediation time. Mediation time beyond that is charged at the mediator's hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties can select their mediator from the panels at www.sfbar.org/mediation or BASF can assist with mediator selection. BASF staff handles conflict checks and full case management. The success rate for the program is 67% and the satisfaction rate is 99%. BASF charges an administrative fee of \$295 per party. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Waivers of the fee are available to those who qualify. For more information, call 415-982-1600 or email adr@sfbar.org.

(B) JUDICIAL MEDIATION PROGRAM provides mediation with a San Francisco Superior Court judge for civil cases, which include but are not limited to, personal injury, construction defect, employment, professional malpractice, insurance coverage, toxic torts and industrial accidents. Parties may utilize this program at any time throughout the litigation process. Parties interested in judicial mediation should file a Stipulation to Judicial Mediation indicating a joint request for inclusion in the program. A preference for a specific judge may be indicated. The court will coordinate assignment of cases for the program. There is no charge. Information about the Judicial Mediation Program may be found by visiting the ADR page on the court's website: www.sfsuperiorcourt.org/divisions/civil/dispute-resolution

(C) PRIVATE MEDIATION: Although not currently a part of the court's ADR program, parties may select any private mediator of their choice. The selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

(D) COMMUNITY BOARDS MEDIATION SERVICES: Mediation services are offered by Community Boards (CB), a nonprofit resolution center, under the Dispute Resolution Programs Act. CB utilizes a three-person panel mediation process in which mediators work as a team to assist the parties in reaching a shared solution. To the extent possible, mediators are selected to reflect the demographics of the disputants. CB has a success rate of 85% for parties reaching a resolution and a consumer satisfaction rate of 99%. The fee is \$45-\$100 to open a case, and an hourly rate of \$180 for complex cases. Reduction and waiver of the fee are available. For more information, call 415-920-3820 or visit communityboards.org.

3) ARBITRATION

An arbitrator is a neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

(A) JUDICIAL ARBITRATION

When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial. Pursuant to CCP 1141.11, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) An arbitrator is chosen from the court's arbitration panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 60 days after the arbitrator's award has been filed. Local Rule 4.1 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after being assigned to judicial arbitration. There is no cost to the parties for judicial arbitration.

(B) PRIVATE ARBITRATION

Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's or court-affiliated ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet and available on the court's website); or
- Indicating your ADR preferences on the Case Management Statement (available on the court's website); or
- Contacting the court's ADR Department (see below), the Bar Association of San Francisco's ADR Services, or Community Boards.

For more information about ADR programs or dispute resolution alternatives, contact:

Superior Court Alternative Dispute Resolution
400 McAllister Street, Room 103-A, San Francisco, CA 94102
415-551-3869

Or, visit the court's ADR page at www.sfsuperiorcourt.org/divisions/civil/dispute-resolution

TO PARTICIPATE IN ANY OF THE COURT'S ADR PROGRAMS, PLEASE COMPLETE AND FILE THE ATTACHED STIPULATION TO ADR AND SUBMIT IT TO THE COURT. YOU MUST ALSO CONTACT BASF OR COMMUNITY BOARDS TO ENROLL IN THEIR LISTED PROGRAMS. THE COURT DOES NOT FORWARD COPIES OF STIPULATIONS TO BASF OR COMMUNITY BOARDS.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TELEPHONE NO: ATTORNEY FOR (Name):	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:	
DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: _____ DEPARTMENT 610

1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- ☐ **Mediation Services of the Bar Association of San Francisco (BASF)** - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$295 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. www.sfbar.org/mediation
- ☐ **Mediation Services of Community Boards (CB)** - Service in conjunction with DRPA, CB provides case development and one three-hour mediation session. Additional sessions may be scheduled. The cost is \$45-\$100 to open a case, and an hourly rate of \$180 for complex cases. Reduction and waiver of the fee are available to those who qualify. communityboards.org
- ☐ **Private Mediation** - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- ☐ **Judicial Arbitration** - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. www.sfsuperiorcourt.org/divisions/civil/dispute-resolution
- ☐ **Judicial Mediation** - The Judicial Mediation program offers mediation in civil litigation with a San Francisco Superior Court judge familiar with the area of the law that is the subject of the controversy. There is no fee for this program. www.sfsuperiorcourt.org/divisions/civil/dispute-resolution

Judge Requested (see list of Judges currently participating in the program): _____

Date range requested for Judicial Mediation (from the filing of stipulation to Judicial Mediation):

☐ 30-90 days ☐ 90-120 days ☐ Other (please specify) _____☐ Other ADR process (describe) _____

2) The parties agree that the ADR Process shall be completed by (date): _____

3) Plaintiff(s) and Defendant(s) further agree as follows:

Name of Party Stipulating_____
Name of Party Stipulating_____
Name of Party or Attorney Executing Stipulation_____
Name of Party or Attorney Executing Stipulation_____
Signature of Party or Attorney_____
Signature of Party or Attorney☐ Plaintiff ☐ Defendant ☐ Cross-defendant☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Dated: _____

Dated: _____

☐ Additional signature(s) attached

CASE NUMBER: CGC-20-583837 VIANKA DUVERGLAS VS. HEALTH ADVANCES, LLC ET AL

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: AUG-19-2020

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at www.sfsuperiorcourt.org/divisions/civil/dispute-resolution or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

**Superior Court Alternative Dispute Resolution Administrator
400 McAllister Street, Room 103-A
San Francisco, CA 94102
(415) 551-3889**

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.